

COTTONWOOD HEIGHTS

RESOLUTION No. 2021-14

A RESOLUTION APPROVING AN AGREEMENT WITH CREATIVE ENERGIES, LLC FOR SOLAR PHOTOVOLTAIC SERVICES

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 6 April 2021 to consider, among other things, approving an independent contractor agreement (the "*Agreement*") with Creative Energies, LLC ("*Provider*") whereunder Provider would assist the City to locate funding for a solar photovoltaic system for the City's "city hall" building and then provide and install that system in accordance with the terms and conditions of the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the attached Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

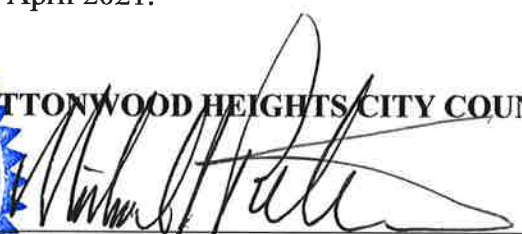
This Resolution, assigned no. 2021-14, shall take effect immediately upon passage.

PASSED AND APPROVED effective 6 April 2021.

ATTEST:

By: 
Paula Melgar, Recorder



COTTONWOOD HEIGHTS CITY COUNCIL
By: 
Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Douglas Petersen	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Tali C. Bruce	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Christine Watson Mikell	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 6th day of April 2021.

RECORDED this 1 day of April 2021.

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "*Agreement*") is entered into effective 6 April 2021 between **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*City*"), and **CREATIVE ENERGIES, LLC**, a Wyoming limited liability company whose address is 455 West 1700 South, Salt Lake City, UT 84115 ("*Contractor*").

RECITALS:

A. City owns the "Cottonwood Heights City Hall" municipal building located at 2277 East Bengal Blvd., Cottonwood Heights, UT (the "*Building*") and desires to engage a qualified, licensed, commercial solar panel installation companies to assist the City in procuring and installing a rooftop solar array (the "*Array*") on the Building, including providing such assistance as may be requested by the City in locating and applying for grant subsidies which may be available to offset the City's costs, such as Rocky Mountain Power's "Blue Sky" and USDA's REAP grant programs.

B. Contractor has significant experience and professional expertise in providing services of the type desired by City and on or about 3 March 2021 submitted a proposal (the "*Proposal*") responding to a request for proposals issued by the City in February 2021 (the "*RFP*") detailing the services that Contractor would perform if engaged by City. Copies of the RFP and of the Proposal are attached as exhibits to this Agreement.

C. After reviewing the Proposal, City has determined to retain Consultant to provide the subject services.

D. By this Agreement, City desires to retain Contractor, and Contractor desires to be retained by City, to perform the subject services on the terms and conditions specified herein.

E. The parties intend to identify herein the services to be performed for City by Consultant, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning such services. Consequently, this Agreement shall supersede any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the services to be provided under this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Engagement of Contractor.** City hereby engages Contractor, and Contractor hereby agrees, to perform the Services (defined below) as specified in this Agreement.

2. **Detailed Description of the Services.** In furtherance of this Agreement, Contractor shall do, perform, and carry out in a good, professional and timely manner, the services outlined in the RFP and the Proposal (such work, together with all ancillary and additional services and materials as may be reasonably required to accomplish the desired result in a competent, comprehensive and finished manner, is referred to herein as the "*Services*"), including:

(a) Locate Funding. Immediately commence, and thereafter diligently continue, assisting the City to locate grant funding to substantially cover the City's cost of procuring and installing the Array as detailed in the RFP and the Proposal (collectively, the "Governing Documents").

(b) Procure and Install Array. Following (and specifically conditioned on):

(i) The location by Contractor of an amount of grant funding that the City deems acceptable; and

(ii) The budgeting and funding by the City's city council (the "Council") of any difference between (A) the final cost under the Proposal of procuring and installing the Array and (B) the amount of grant funding for such work received by the City as a result of Contractor's performance of the funding location/grant procurement services described in Section 2(a) above,

Contractor shall procure and install the Array as outlined in the Proposal in a good, workmanlike and finished manner in accordance with all applicable laws, industry best practices, and specifications reasonably provided by the City.

(c) Additional Services. Provide and perform any and all other services outlined in the Governing Documents and such additional related services as City reasonably may direct or as may be reasonably needed to complete the work project described in the Governing Documents in a finished, fully functioning manner as provided herein.

3. Fees for Services. City shall not be obligated to pay Contractor for its funding location/grant procurement Services described in Section 2(a) above. If the project proceeds to procurement and installation of the Array as described in the balance of Section 2 above, then the City shall pay Contractor the maximum, all-inclusive amount of \$516,189 for those Services actually performed as detailed in the Proposal; provided, however, that the City shall be excused to the greatest extent legally possible from paying any sales or use taxes included in the total due under the Proposal.

4. Method of Payment. The parties agree that progress payments shall be used as a convenient way of paying the agreed-upon all-inclusive, maximum price for the Services, as follows:

(a) Invoices. Contractor shall invoice City for the Services actually performed during each calendar month at the end of that month or as soon as practical thereafter. All invoices submitted to City shall contain references to this Agreement. Invoices shall detail the Services performed; the percentage of the full Services represented by those covered by that invoice; the percentage of the full Services represented by those covered by all invoices submitted by the Contractor (including the current invoice); the percentage of the maximum fee billed by Contractor through and including the current invoice; shall include copies of all supporting documents or proof of any expenditures on behalf of City; and further shall include appropriate lien releases, etc., in accordance with all customary commercial practices and legal requirements.

(b) Questioned Charges. Any questions or objections by City concerning Contractor's charges under an invoice shall be submitted within 30 days after City's receipt of the subject invoice.

(c) Remittances. Subject to subsection 3(b), all invoiced amounts due for Services performed shall be paid by City within 30 days after City's receipt of the subject invoice. If payment is not remitted to Contractor when due, Contractor shall be entitled to recover interest thereon at the rate of 6% per annum from and after the date the remittance is due and payable.

5. Services Performed in a Professional, Reasonable Manner. Contractor shall perform the Services in a professional, reasonable, responsive manner in compliance with the Governing Documents, this Agreement, all laws, and all applicable standards of performance. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Contractor.

6. Personnel, Equipment and Facilities. Except as otherwise specified in this Agreement, Contractor shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, office space, communication facilities, vehicles for transportation and identification cards, and shall obtain all licenses and permits, necessary or incidental to performing any and all of the Services. Contractor shall not use City staff as a means to perform the Services in lieu of using Contractor's own staff, nor shall Contractor perform any of the Services on City's premises or utilizing any City equipment or supplies.

7. Term. This Agreement shall be effective on the date hereof. This Agreement shall terminate no later than 30 June 2022 or such later date as City reasonably may designate.

8. Assignment and Delegation. If Contractor chooses to subcontract to one or more third parties any part(s) of the Services, such subcontract shall be at Contractor's own risk, and Contractor shall remain fully responsible for the full, timely and proper performance of all of the Services.

9. Independent Contractor Status. Contractor shall perform the Services as an independent contractor, and all persons employed by Contractor in connection herewith shall be employees or independent contractors of Contractor and not employees of City in any respect.

(a) Control. Contractor shall have complete control and discretion over all personnel providing Services hereunder.

(b) Salary and Wages. City shall not have any obligation or liability for the payment of any salaries, wages or other compensation to personnel providing Services hereunder.

(c) No Employment Benefits. All personnel providing Services are and shall be and remain Contractor's employees, and shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

10. Termination. City may terminate this Agreement, without cause, upon at least 30 days' prior written notice to Contractor. Either party also may terminate this Agreement for cause upon at least ten days' prior written notice and opportunity to cure to the defaulting party. Neither party shall have any liability to the other for damages nor other losses because of termination of this Agreement, provided; however, City shall pay Contractor all amounts due for actual work performed within the scope of Services before the effective date of the termination, as specified herein.

11. **Insurance; Indemnification.**

(a) **Insurance.** Contractor continuously shall maintain in full force and effect the insurance coverage described in the exhibit to the RFP.

(b) **Indemnification.** Contractor shall defend, indemnify, save and hold harmless City (including, without limitation, its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), relating to or arising in any way from the Services provided, or to be provided, hereunder. Contractor shall so defend, indemnify, save and hold harmless City whether such demands, liabilities, claims, damages, actions and/or proceedings are attributable to the simple negligence, gross negligence, recklessness or intentional misconduct of Contractor (or any officers, employees, agents, subcontractors, etc. of Contractor), or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. Nothing herein shall, however, require Contractor to indemnify as provided in this section with respect to (a) City's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Services provided, or to be provided, by Contractor hereunder.

12. **Laws and Regulations.** Contractor shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Contractor shall comply with equal opportunity laws and regulations to the extent that they are applicable.

13. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Contractor any exclusive right to perform any or all Services (or similar services) now or hereafter required by City.

14. **Conflict Resolution.** Except as otherwise provided for herein, any dispute between the parties regarding the Services which is not disposed of by agreement shall be decided by City, which shall provide written notice of the decision to Contractor. Such decision by City shall be final unless Contractor, within 30 calendar days after such notice of City's decision, provides to City a written notice of protest, stating clearly and in detail the basis thereof. Contractor shall continue its performance of this Agreement during such resolution. If the parties do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 15 below.

15. **Claims and Disputes.** Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Contractor shall continue to perform the Services during any such litigation proceedings and City shall continue to make undisputed payments to Contractor in accordance with the terms of this Agreement.

16. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties at their respective

addresses set forth above or such other address(es) as may have been previously provided to the other party by notice hereunder.

17. **Conflicts; Omissions.** In the event of conflicts or inconsistencies within or between this Agreement, the RFP, the Proposal or applicable legal requirements, Contractor shall (a) provide the better quality or greater quantity of Services, or (b) comply with the more beneficial requirements to City, either or both in accordance with City's interpretation.

18. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) **Time.** Time is the essence hereof.

(f) **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition,

covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) Litigation. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

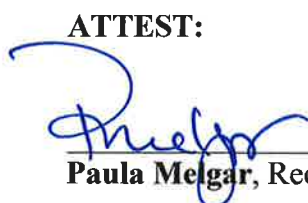
(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Authorizations. Each person signing this Agreement represents and warrants that he is authorized to sign this Agreement for the party indicated.

DATED effective the date first-above written.

CITY:

ATTEST:


Paula Melgar, Recorder



COTTONWOOD HEIGHTS

By 
Michael J. Peterson, Mayor

CONTRACTOR:

CREATIVE ENERGIES, LLC,
a Wyoming limited liability company

By: _____

Its: _____

Exhibits to Independent Contractor Agreement

(Attach RFP and Proposal)



Request for Proposals

(City Hall Rooftop Solar Array)

Description of Desired Services. The city of Cottonwood Heights, Utah (the “City”) owns and operates a municipal complex (“City Hall”) located at 2277 East Bengal Blvd., Cottonwood Heights, UT. The City is seeking proposals from qualified, licensed, commercial solar panel installation companies to assist the City in procuring and installing a rooftop solar array on City Hall, including providing such assistance as may be requested by the City in locating and applying for grant subsidies which may be available to offset the City’s costs, such as Rocky Mountain Power’s “Blue Sky” grant program. The City will review all proposals and may select a successful proposer based on its relevant experience (weighted 40%) and cost proposal (weighted 60%). The City reserves the right to accept or reject any or all proposals.

Project Conditions/Caveats. This project (the “Project”) has several conditions/caveats which shall be deemed to have been accepted by submission of a proposal that is responsive to this request (this “Request”). These caveats include:

- The successful proposer must agree to assist the City in locating and applying for grants and procurement funding assistance related to the Project. This will most likely include applying for the Blue Sky grant program and any other available grant programs approved by the City.
- The successful proposer must present Project information at one or more public meetings as the City deems necessary or desirable.

Proposal Content. Each of the following items shall be specifically addressed in the respondent’s proposal or a reason should be given for its omission:

- **Contact Information** – Provide the respondent’s name, address, phone number, and email address. Proposals should be signed by the authorized, primary contact of the respondent.
- **Qualifications and Relevant Experience** – Provide relevant qualifications (including proof of licensure) and examples of similar work completed by the respondent, including both similar solar panel installations and any involvement in locating and obtaining grant funding awards.
- **Proposed Costs** – Provide proposed costs for a rooftop solar array which offsets approximately 60% of City Hall’s annual kw/h usage (electricity bills will be promptly provided upon the respondent’s request). Costs shall be itemized by category, such as panels, inverters, installation, grant assistance, etc., in a manner that will allow the City to compare the proposed costs of competing proposals.

Submittal Requirements. Response should be no longer than three pages in length. Two copies of the response shall be submitted no later than 12:00 p.m. on Friday, 5 March, 2021, to:

City of Cottonwood Heights
Attn: City Recorder
2277 East Bengal Boulevard
Cottonwood Heights, UT 84121

Contract. The successful proposer will be required to enter into a comprehensive written agreement with the City for the Project. The City Attorney, working with the selected proposer, will draft such agreement based on negotiations, which will be in compliance with applicable laws, rules and regulations, and will contain such terms and conditions as the City reasonably may require. If the selected proposer and the City Attorney are unable to negotiate an acceptable agreement, then another proposer will be selected by the City and negotiation will continue with such other proposer until an acceptable agreement is completed.

Suspension of Process, Etc. The City reserves the right to reject (in whole or in part) any and all responses to this Request; to amend, modify or waive any requirement set forth in this Request; and to accept any response deemed to be in the best interest of the City, subject to legal requirements. Response to this Request is at the proposer's sole risk and expense, and the City shall not be liable for any cost associated with preparation by any party of any response to this Request. Although the City anticipates selecting one of the proposers, there is no guaranty that any proposer will be selected or that the Project will be commenced or completed by the City. The City also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award.

Miscellaneous. This Request and any resulting contract with the selected proposer shall be interpreted, construed, and given effect according to the laws of the State of Utah and all applicable ordinances of the City. No contract with the selected proposer may be assigned by the proposer, in whole or in part, without the City's prior written consent.

Attachments.

- Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: \$2,500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, including "tail coverage" for at least one year after completion of all services.
2. *Automobile Liability*: \$2,500,000.00 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.
3. *Worker's Compensation*: Worker's compensation limits as required by applicable law for all employees and other persons.
4. *Commercial General Liability*: \$2,500,000.00 combined single limit per occurrence for personal injury and property damage; \$2,500,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.
5. *Excess Liability*. \$5,000,000.00.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the "City"). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT.

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(b) The contracting party's insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. *Worker's Compensation and Employer's Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



CREATIVE
ENERGIES

1

455 W 1700 S
Salt Lake City, UT 84115
801.487.6489
CEsolar.com
info@CEsolar.com

City of Cottonwood Heights
Attn: City Recorder
2277 East Bengal Boulevard
Cottonwood Heights, UT 84121

On behalf of the staff at Creative Energies, please accept our response to the City's RFP for PV solar. It has been a pleasure working with your representatives during the preliminary investigation period of this process.

Creative Energies has been in business since March 2000. We are Utah's oldest solar contractor. While we are an electrical contractor, Creative Energies focuses solely on the design and installation of PV solar systems. Creative Energies is also Utah's only solar contractor certified with a B-Corporation designation. Certified B Corporations are leaders of a global movement of people using business as a force for good. They meet the highest standards of overall social and environmental performance, transparency and accountability and aspire to use the power of business to solve social and environmental problems.

Creative Energies contact

Mike Walton, Commercial Project Developer
801-554-5814 cell
mike@cesolar.com
455 West 1700 South
Salt Lake City, Utah 84115

Utah Contractor License- #7986458-5501
EINS # 830334203
DUNS # 084354286
Fed Tax ID- 83-0334203

System Proposal 282.18 kW DC \$516,189

- (392) Hanwha Q PEAK DUO L-G8.2 430-watt modules 72 cell silver-frame (used on flat roof, not visible from street)
- (299) Hanwha QCell 380w- G9+ 66 cell black frame (*used on sloped roof, aesthetically pleasing black frame. We can use the 72-cell module and save roughly \$20k, while adding 15kW additional solar*).
- (6) SolarEdge 43.2kW Inverters with (691) SolarEdge P505 Optimizers
- Ecolibrium Ecofoot ballasted racking on flat roof surfaces- (392 modules)/ Iron Ridge racking with S-5! Protera clamps on sloped roofs for (299) modules
- SolarEdge Generation and Consumption monitoring (shows solar generation and grid usage)
- Electrical & Structural Engineering
- Net metering application fee and submittal to RMP
- Five-year workmanship warranty from Creative Energies, components carry manufacturers warranties
- ** If requested, we can give an alternate proposal using the Hanwah 430w modules on visible roof surfaces



Cost Breakdown

MATERIALS

Modules-	\$ 182,212
Inverters- & Optimizers	\$ 115,754
Racking	\$ 52,702
Monitoring	\$ 3,039
Conduit, wire, etc.,	\$ 62,808
Shipping	\$ 2,470
Taxes (material, not sales)	\$ 24,102
Sub Total	\$ 443,087

LABOR

Admin	\$ 1,526
Design	\$ 4,355
Labor	\$67,221
Sub Total	\$73,102

System Total \$516,189

Relevant Experience

Creative Energies was founded in 2000. In that time, we have worked on every type of solar installation possible. From small off-grid systems that power farm pumps, cabins and residences, to large ground mount commercial systems and rooftop systems on commercial and government facilities.

Creative Energies has an excellent record of assisting clients with grant applications such as the USDA REAP grant and Rocky Mountain Power's Blue Sky community grant. Here is a list of relevant work. We work closely with Stacy Davis of RMP's Blue Sky department and know what is involved in submitting a successful application for their BlueSky grant.

BlueSky projects

1. Utah Community Action – Kearns facility 46kW South Salt Lake facility- 46kW
2. The Boys & Girls Club of Greater Salt Lake City – 96kW
3. Spy Hop 36kW
4. The INN Between- 136kW rooftop
5. Centro Civico- 22 KW rooftop
6. The I.J. & Jeanne Wagner Salt Lake Jewish Community Center- 24kW rooftop
7. NeighborWorks- 5kW rooftop
8. Salt Lake Acting Company 20kW rooftop
9. The Egyptian Theater 18kW rooftop
10. Tracy Aviary- Solar Trees
11. Southern Utah Wilderness Alliance (SUWA) 9kW
12. Cache Valley School District- Lewiston Elementary 340kW rooftop and Summit Elementary 183kW
13. Summit County- Public Safety Building- 254kW, Richins Library- 80kW, Kamas Library- 40kW
14. Salt Lake City – Sorensen Center 260kW rooftop

Government clientele-

1. Mesa Verde National Park 58kW
2. Hill Airforce Base 300kW
3. Salt Lake City Corporation 904KW
4. Idaho National Guard 100kW
5. University of Utah Community solar- 2014 & 2016 1MW
6. Utah State government- Vernal Field House museum 64kW
7. Weber State University 28kW
8. Davis County School District- Bus Barn- 754kW Carport
9. Davis Schools- #61 & 62. Approximately 800kW combined rooftop

Commercial installations

1. Harmons Grocery- 754kW rooftop
2. Mark Miller Subaru 184kW rooftop
3. ALD Offices- 150 kW- Carport and Rooftop
4. Ensign Ranches- 754kW ground mount, 160kW Ground Mount

** Additional upon request

